



*M&A Advisors ~ Exit Strategy Advisors ~ Certified Business Intermediaries ~ Business Valuations ~ Due Diligence Services ~ Profit Building Consulting*  
*George & Company is a division of Central Mass Escrow Service, Inc., a bonded Massachusetts Corporation*  
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## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

George & Company (G&C) has been exclusively retained to represent the sale of our clients Worcester County **#157153 Work-Wear Clothing, Medical Uniforms & Footwear**. Accordingly, we represent their best interest in all discussions and negotiations. We will furnish you with information, which may be non-public, proprietary, and confidential in nature. As such, you agree to treat it and all other information, unless in the public domain, that we subsequently agree to furnish to you in accordance with the provisions of this agreement.

You hereby agree the Confidential Business Review (CBR) will be used solely for the purpose of reviewing the data and information for a potential investment/acquisition of the company. It is understood that disclosure of information contained in the CBR or facts regarding negotiations or discussions to competitors, suppliers, employees, customers, or any other person could be extremely detrimental to the company. Additionally, no information in the CBR may be used either directly or indirectly for your demonstrable monetary benefit including your competitive advantage.

You further agree to not initiate or have direct contact with any officer, director, or employee, for employment or any other reason of the company regarding the company's business, operations, products, or finances, except with expressed permission by G&C and will direct and cause your representatives not to initiate or maintain such contact. All (i) communications regarding this transaction, (ii) requests for additional information, (iii) requests for facility tours or management meetings, and (iv) discussions, or questions regarding this transaction, will be submitted or directed only to G&C. If you or your agents, employees and/or representatives circumvent or attempt to circumvent G&C, by dealing directly or indirectly with the Sellers, then you may be held liable for full payment of our commissions and/or fees and associated expenses.

You acknowledge, all information contained in the CBR is being provided without representation or warranty, express or implied, as to its accuracy or completeness. It is further understood that the scope of any representations and warranties will be negotiated along with other terms and conditions in arriving at a mutually acceptable form of definitive agreement should discussions between you and our client progress to that point.

In the event you do not proceed with this transaction, we require that you return to G&C, and/or provide us with proof you have destroyed all written materials containing or reflecting any information contained in the CBR. You further agree that you have not retained copies, extracts or other reproductions in whole or in part of such written material all documents, memoranda, notes, and other writing whatsoever prepared by you, or your representatives based on the information contained in the CBR have been destroyed.

This Agreement has been initiated for the benefit of our client(s), their business and its shareholders and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. This agreement will terminate 3 (three) years from the date of its first signature.

### Interested Party Information

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Company Name: \_\_\_\_\_  
Street Address \_\_\_\_\_ City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Email: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Intending to be legally bound, the undersigned has confirmed and personally agreed to the provisions of this agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

## **Q&A: Work-Wear Clothing, Medical Uniforms & Footwear157153**

On behalf of our clients, George & Company thanks you for contacting us and for the interest in this business opportunity. The following Q&A has been initiated with the intention to obtain a better understanding of your interest in this business, your financial capacity to enter into confidential discussions and other information. This CNDA and Q&A is also intended to mitigate unnecessary risks of exposing my client confidential business information. If you wish to continue discussions, please execute and return the CNDA, and I will be in touch with you as quickly as possible.

1. How do you plan to pay for this business?

The estimated cash required to purchase this business is approximately \$250,000 - \$500,000. Our clients request all potential buyers provide verification of sufficient funds, prior to being provided company confidential information

2. Do you plan to operate the business yourself or will this be an investment?

3. Do you currently own, or have you previously owned and operated a clothing or retail business?

4. Do you have a maximum commute distance & time to the business?

Thank you,  
*Chip Emerson*  
Sr Advisor